

JS 44C/SDNY  
REV. 7/2012**JUDGE MAN**

CIVIL COVER SHEET

13 CV 1265

This S.D.N.Y. Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for use of the Clerk of Court for the purpose of initiating the civil docket sheet.

PLAINTIFFS  
Wall Street Entertainment, LLCDEFENDANTS  
BuVision, LLC  
Universal Music Group, Inc.

FEB 2 2013

## ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

The Roberts Law Group, PLLC  
1029 Vermont Ave, NW, Suite 300, Washington, DC  
202-347-9700

## ATTORNEYS (IF KNOWN)

CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE)  
(DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

17 USC 501 - An action for copyright infringement and breach of contract.

Has this or a similar case been previously filed in SDNY at any time? No  Yes  Judge Previously AssignedIf yes, was this case Vol.  Invol.  Dismissed. No  Yes  If yes, give date \_\_\_\_\_ & Case No. \_\_\_\_\_IS THIS AN INTERNATIONAL ARBITRATION CASE? No  Yes (PLACE AN **[x]** IN ONE BOX ONLY)

## NATURE OF SUIT

## TORTS

## ACTIONS UNDER STATUTES

CONTRACT	PERSONAL INJURY	PERSONAL INJURY	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 INSURANCE	<input type="checkbox"/> 310 AIRPLANE	<input type="checkbox"/> 362 PERSONAL INJURY - MED MALPRACTICE	<input type="checkbox"/> 610 AGRICULTURE	<input type="checkbox"/> 422 APPEAL	<input type="checkbox"/> 400 STATE REAPPORTIONMENT
<input type="checkbox"/> 1120 MARINE	<input type="checkbox"/> 315 AIRPLANE PRODUCT LIABILITY	<input type="checkbox"/> 365 PERSONAL INJURY PRODUCT LIABILITY	<input type="checkbox"/> 620 OTHER FOOD & DRUG	<input type="checkbox"/> 28 USC 158	<input type="checkbox"/> 410 ANTITRUST
<input type="checkbox"/> 1130 MILLER ACT			<input type="checkbox"/> 625 DRUG RELATED	<input type="checkbox"/> 423 WITHDRAWAL	<input type="checkbox"/> 430 BANKS & BANKING
<input type="checkbox"/> 1140 NEGOTIABLE INSTRUMENT	<input type="checkbox"/> 320 ASSAULT, LIBEL & SLANDER	<input type="checkbox"/> 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY	<input type="checkbox"/> 625 SEIZURE OF PROPERTY	<input type="checkbox"/> 28 USC 157	<input type="checkbox"/> 450 COMMERCE
<input type="checkbox"/> 1150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT	<input type="checkbox"/> 330 FEDERAL EMPLOYERS' LIABILITY		<input type="checkbox"/> 630 LIQUOR LAWS	<input type="checkbox"/> 460 DEPORTATION	<input type="checkbox"/> 470 RACKETEER INFLUENCED & CORRUPT ORGANIZATION ACT (RICO)
<input type="checkbox"/> 1151 MEDICARE ACT	<input type="checkbox"/> 340 MARINE	<input type="checkbox"/> 369 PERSONAL PROPERTY	<input type="checkbox"/> 640 RR & TRUCK	<input type="checkbox"/> 820 COPYRIGHTS	<input type="checkbox"/> 480 CONSUMER CREDIT
<input type="checkbox"/> 1152 RECOVERY OF DEFECTUALD STUDENT LOANS (EXCL VETERANS)	<input type="checkbox"/> 345 MARINE PRODUCT LIABILITY	<input type="checkbox"/> 370 OTHER FRAUD	<input type="checkbox"/> 650 AIRLINE REGS	<input type="checkbox"/> 830 PATENT	<input type="checkbox"/> 490 CABLE/SATELLITE TV
	<input type="checkbox"/> 350 MOTOR VEHICLE	<input type="checkbox"/> 371 TRUTH IN LENDING	<input type="checkbox"/> 660 OCCUPATIONAL SAFETY/HEALTH	<input type="checkbox"/> 840 TRADEMARK	<input type="checkbox"/> 810 SELECTIVE SERVICE
	<input type="checkbox"/> 355 MOTOR VEHICLE PRODUCT LIABILITY	<input type="checkbox"/> 380 OTHER PERSONAL PROPERTY DAMAGE	<input type="checkbox"/> 690 OTHER		<input type="checkbox"/> 850 SECURITIES/COMMODITIES/EXCHANGE
<input type="checkbox"/> 1153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS	<input type="checkbox"/> 360 OTHER PERSONAL INJURY	<input type="checkbox"/> 385 PROPERTY DAMAGE PRODUCT LIABILITY	<input type="checkbox"/> 690 PRODUCT LIABILITY	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 875 CUSTOMER CHALLENGE
<input type="checkbox"/> 1160 STOCKHOLDERS SUITS			<input type="checkbox"/> 710 FAIR LABOR STANDARDS ACT	<input type="checkbox"/> 862 BLACK LUNG (923)	<input type="checkbox"/> 883 DIWC/DIWV (405(g))
<input type="checkbox"/> 1190 OTHER CONTRACT		<input type="checkbox"/> PRISONER PETITIONS	<input type="checkbox"/> 720 LABOR/MGMT RELATIONS	<input type="checkbox"/> 863 SSID TITLE XVI	<input type="checkbox"/> 890 12 USC 3410 OTHER STATUTORY
<input type="checkbox"/> 1195 PRODUCT LIABILITY	<input type="checkbox"/> ACTIONS UNDER STATUTES	<input type="checkbox"/> 510 MOTIONS TO VACATE SENTENCE 20 USC 2255	<input type="checkbox"/> 730 LABOR/MGMT REPORTING & DISCLOSURE ACT	<input type="checkbox"/> 864 RSI (405(g))	<input type="checkbox"/> 891 AGRICULTURAL ACTS
<input type="checkbox"/> 1196 FRANCHISE	<input type="checkbox"/> CIVIL RIGHTS	<input type="checkbox"/> 530 HABEAS CORPUS	<input type="checkbox"/> 740 RAILWAY LABOR ACT	<input type="checkbox"/> 870 TAXES (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 892 ECONOMIC STABILIZATION ACT
		<input type="checkbox"/> 535 DEATH PENALTY	<input type="checkbox"/> 790 OTHER LABOR LITIGATION	<input type="checkbox"/> 871 IRS-THIRD PARTY	<input type="checkbox"/> 893 ENVIRONMENTAL MATTERS
		<input type="checkbox"/> 540 MANDAMUS & OTHER	<input type="checkbox"/> 791 EMPL RET INC SECURITY ACT	<input type="checkbox"/> 26 USC 7609	<input type="checkbox"/> 894 ENERGY ALLOCATION ACT
	<input type="checkbox"/> 443 HOUSING/ACCOMMODATIONS				<input type="checkbox"/> 895 FREEDOM OF INFORMATION ACT
<input type="checkbox"/> 1210 LAND CONDEMNATION	<input type="checkbox"/> 444 WELFARE	<input type="checkbox"/> PRISONER CIVIL RIGHTS	<input type="checkbox"/> IMMIGRATION		<input type="checkbox"/> 900 APPEAL OF FEE DETERMINATION UNDER EQUAL
<input type="checkbox"/> 1220 FORECLOSURE	<input type="checkbox"/> 445 AMERICANS WITH DISABILITIES - EMPLOYMENT	<input type="checkbox"/> 550 CIVIL RIGHTS	<input type="checkbox"/> 462 NATURALIZATION APPLICATION		<input type="checkbox"/> 910 ACCESS TO JUSTICE
<input type="checkbox"/> 1230 RENT LEASE & EJECTMENT	<input type="checkbox"/> 446 AMERICANS WITH DISABILITIES - OTHER	<input type="checkbox"/> 555 PRISON CONDITION	<input type="checkbox"/> 463 HABEAS CORPUS-ALIEN DETAINEE		<input type="checkbox"/> 950 CONSTITUTIONALITY OF STATE STATUTES
<input type="checkbox"/> 1240 TORTS TO LAND			<input type="checkbox"/> 465 OTHER IMMIGRATION ACTIONS		
<input type="checkbox"/> 1245 TORT PRODUCT LIABILITY	<input type="checkbox"/> 440 OTHER CIVIL RIGHTS (Non-Prisoner)				
<input type="checkbox"/> 290 ALL OTHER REAL PROPERTY					

## Check if demanded in complaint:

CHECK IF THIS IS A CLASS ACTION  
UNDER F.R.C.P. 23DO YOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y.?  
IF SO, STATE:

DEMAND \$ \_\_\_\_\_ OTHER \_\_\_\_\_ JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

Check YES only if demanded in complaint  
JURY DEMAND:  YES  NO

NOTE: Please submit at the time of filing an explanation of why cases are deemed related.

(PLACE AN X IN ONE BOX ONLY)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from (Specify District)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge Judgment
<input type="checkbox"/> a. all parties represented						
<input type="checkbox"/> b. At least one party is pro se.						

(PLACE AN X IN ONE BOX ONLY)

<input type="checkbox"/> 1 U.S. PLAINTIFF	<input type="checkbox"/> 2 U.S. DEFENDANT	<input checked="" type="checkbox"/> 3 FEDERAL QUESTION (U.S. NOT A PARTY)	<input type="checkbox"/> 4 DIVERSITY
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IF DIVERSITY, INDICATE CITIZENSHIP BELOW.  
(28 USC 1332, 1441)

## CITIZENSHIP OF PRINCIPAL PARTIES (FOR DIVERSITY CASES ONLY)

(Place an [X] in one box for Plaintiff and one box for Defendant)

CITIZEN OF THIS STATE	PTF [ ] 1	DEF [ ] 1	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	PTF [ ] 3	DEF [ ] 3	INCORPORATED and PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE	PTF [ ] 5	DEF [ ] 5
CITIZEN OF ANOTHER STATE	[ ] 2	[ ] 2	INCORPORATED or PRINCIPAL PLACE OF BUSINESS IN THIS STATE	[ ] 4	[ ] 4	FOREIGN NATION	[ ] 6	[ ] 6

## PLAINTIFF(S) ADDRESS(ES) AND COUNTY(IES)

Wall Street Entertainment, LLC  
 1790 Broadway, Suite 800  
 New York, NY 10019  
 New York County

## DEFENDANT(S) ADDRESS(ES) AND COUNTY(IES)

BuVision, LLC 3180 Franklin Street, Suite A Avondale Estates, GA 30002 DeKalb County	Universal Music Group, Inc. 2220 Colorado Ave. Santa Monica, CA 90404 Los Angeles County
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## DEFENDANT(S) ADDRESS UNKNOWN

REPRESENTATION IS HEREBY MADE THAT, AT THIS TIME, I HAVE BEEN UNABLE, WITH REASONABLE DILIGENCE, TO ASCERTAIN THE RESIDENCE ADDRESSES OF THE FOLLOWING DEFENDANTS:

Check one: THIS ACTION SHOULD BE ASSIGNED TO:  WHITE PLAINS  MANHATTAN  
 (DO NOT check either box if this a PRISONER PETITION/PRISONER CIVIL RIGHTS COMPLAINT.)

DATE 2/21/13 SIGNATURE OF ATTORNEY OF RECORD

ADMITTED TO PRACTICE IN THIS DISTRICT

[ ] NO  
 YES (DATE ADMITTED Mo. 10 Yr. 1985)  
 Attorney Bar Code # SR0932

RECEIPT #

Magistrate Judge is to be designated by the Clerk of the Court.

Magistrate Judge \_\_\_\_\_ is so Designated.

Ruby J. Krajick, Clerk of Court by \_\_\_\_\_ Deputy Clerk, DATED \_\_\_\_\_.

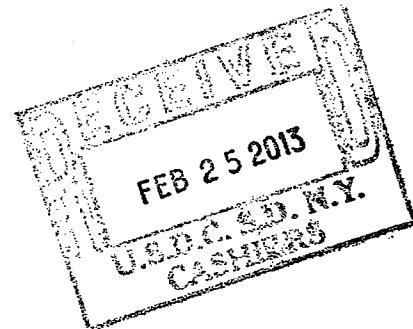
UNITED STATES DISTRICT COURT (NEW YORK SOUTHERN)

JUDGE KAPLAN

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

13 CV 1265

Wall Street Entertainment, LLC )  
1790 Broadway, Suite 800 )  
New York, New York 10019 )  
Plaintiff, )  
v. ) Civil Case No.  
BuVision, LLC )  
3180 Franklin Street, Suite A )  
Avondale Estates, GA 30002 )  
Serve: )  
Miq Attorney Services )  
2000 Riveredge Parkway )  
Suite 885 )  
Atlanta, Ga 30328 )  
and )  
Universal Music Group, Inc. )  
2220 Colorado Ave. )  
Santa Monica, CA 90404 )  
Serve: )  
CT Corporation System )  
111 8<sup>th</sup> Ave. )  
New York, NY 10011 )  
Defendants. )



**VERIFIED COMPLAINT  
AND DEMAND FOR JURY TRIAL**

COMES NOW the Plaintiff, Wall Street Entertainment, LLC, and for its Complaint states as follows:

**PRELIMINARY STATEMENT**

1. This action is for money damages, declaratory judgment, attorneys' fees, and costs brought by a New York music publisher and producer against parties who have breached contracts, and have infringed its intellectual property.

**PARTIES, PERSONS, JURISDICTIONS AND VENUE**

2. Plaintiff Wall Street Entertainment, LLC, ("Wall Street") is a New York limited liability company and is a music publisher and producer.

3. Defendant BuVision, LLC, ("BuVision") is a Georgia limited liability company that regularly conducts business in New York City.

4. Defendant Universal Music Group, Inc. ("Universal") is a Delaware corporation and, subsidiary of multi-national Vivendi, that regularly conducts business in New York City.

5. Melvin Hough, II and Rivelino Wouter (collectively, the "Writers") are residents of Georgia who are songwriters and music producers.

6. The Writers are the original composers of certain musical compositions (the "Songs"), which are as follows: "Somebody", "Raining Men", "Runaway Love", "Hit It Like This", "I'm Legit", and "Get It Right."

7. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 due to the Defendants' violations of 17 U.S.C. § 501. The Court also has jurisdiction pursuant to 28

U.S.C. § 1332, as there is complete diversity of the parties and the amount in controversy exceeds \$75,000. Further this Court has jurisdiction of all supplemental claims pursuant to 28 U.S.C. § 1367. Venue is proper under 28 U.S.C. § 1391.

### **FACTUAL BACKGROUND**

8. On or about July 25, 2007, Wall Street and the Writers entered into an Exclusive Producer Agreement. (Ex. 1.) Under the terms of the Exclusive Producer Agreement, the Writers grant to Wall Street an undivided fifty percent (50%) interest in all copyright in any and all musical compositions created, in whole or in part, directly or indirectly, by the Writers during the term of the agreement, specifically including without limitation the Songs. (Ex. 1, section 16.)

9. The Exclusive Producer Agreement also appoints Wall Street as the sole and exclusive administrator of all rights in all such musical compositions, including the sole and exclusive right to grant licenses and collect income from the musical compositions. (Ex. 1, section 16(b).) Wall Street is obligated to pay the Writers fifty percent (50%) of any royalties collected from such musical compositions, after deducting out-of-pocket costs and expenses, along with fifty percent (50%) of any negotiated sum from any third-party co-publishing agreement entered into with respect to any of such musical composition (Ex. 1, section 16 (a) and (d).)

10. All relevant rights in all of the Songs are governed by the terms of the Exclusive Producer Agreement.

11. Wall Street has filed applications, and paid all applicable registration fees, for copyright registration for all of the Songs. (Ex. 2.)

12. On or about June 11, 2009, Wall Street entered into a Co-Publishing Agreement with Defendant BuVision. (Ex. 3.) Under the terms of the Co-Publishing Agreement, Wall Street (and the Writers) grant to BuVision a fifty percent (50%) interest in the copyright to musical compositions composed by the Writers during the term of the agreement, making BuVision and Wall Street joint copyright holders in those musical compositions. (Ex. 3, sections 3 and 4.)

13. The term of the Co-Publishing Agreement is not a term of years, but, rather, the Agreement remains operative until such time as three (3) full compositions, or the fractional equivalent thereof, are completed by the Writers and released on album by any of the major record distributors or their affiliated labels. (Ex. 3, section 2(a).) For purposes of calculating a “full composition”, the fractional equivalent means Writers' percentage interest in a composition. By way of explanation, the three composition requirement could be met by, for example, the Writers' delivery of three songs in which the Writers owned a 100% interest, or by six songs in which the Writers owned a 50% interest, and so on.

14. As of the date of the present Complaint, Wall Street and the Writers have delivered more than three (3) full compositions under the terms of the Co-Publishing Agreement. Two of the Songs, “I'm Legit” and “Get It Right” fall outside the terms of the Co-Publishing Agreement.

15. The terms of Co-Publishing Agreement require BuVision to pay to Wall Street and all royalties in connection with the Co-Published Songs in accordance with a specific schedule, including without limitation a requirement to pay Wall Street seventy-five percent (75%) of all mechanical rights income, sixty-five percent (65%) of a mechanical rights income from covers of the Co-Published Songs, seventy percent (70%) of all income from

synchronization rights, and seventy-five percent (75%) of all other royalty income. (Ex. 3, Exhibit B.)

16. The Co-Publishing Agreement requires BuVision to submit semi-annual royalty statements and royalty payments, on or before September 30 and March 31 of each year during the term of the Agreement.(Ex 3, Section 8.)

17. BuVision has never submitted any royalty statements to Wall Street pursuant to the Co-Publishing Agreement at any time.

18. BuVision has never made any royalty payments to Wall Street at any time.

18. On or about January 14, 2011, Wall Street's counsel served on BuVision's counsel written notice of BuVision's failure to account or pay royalties.(Ex. 4.) Wall Street received no reply or response of any kind.

19. The Songs have been published, sold, and commercially distributed on albums created and/or distributed by Universal, including albums by major recording artists such as Justin Bieber, Rhianna, and Jamie Fox.

20. Upon information and belief, Universal has sold millions of copies of the Songs.

21. At no time did Universal give notice to Wall Street or the Writers that it intended to seek a compulsory license for the Songs, pursuant to 17 U.S.C. §115.

22. At no time has Universal paid any mechanical copyright royalty to Wall Street or the Writers for the use and exploitation of the Songs.

**COUNT I**  
**(Copyright Infringement)**

23. Wall Street incorporates herein by reference Paragraphs 1 through 22.

24. Wall Street is the rightful owner of the copyrights and other intellectual property of the Writers in the Songs, pursuant to the Exclusive Producer Agreement, which agreement specifically gives Wall Street the full power to enforce all claims of copyright.

25. Wall Street has applied for registration of the Songs with the United States Copyright Office, and the Copyright Office is in receipt of the applications for registration, fees, and deposits.

26. Universal has, and continues to, infringe the copyrights of Wall Street by selling infringing reproductions of the Songs, creating derivative works, and by using, exploiting, reproducing, and fraudulently permitting others to use, exploit and reproduce the Songs without payment of any royalty to Wall Street.

27. Universal does not have any legal right to, use, exploit, reproduce the Songs, or to permit others to do so.

28. Universal has, and continues to collect profits from the infringement of the copyrights in the Songs, upon information and belief, including but not limited to profits from the sale of infringing reproductions. As a direct result of the infringement of its copyrights, Wall Street has suffered, and continues to suffer, ongoing damages.

29. The infringement described herein is knowing, willful, and deliberate.

30. Pursuant to 17 U.S.C. §§ 501-505, Wall Street is entitled to injunctive relief, impoundment and/or destruction and/or disposition of the infringing materials, money damages equal to the actual damages to Wall Street and any profits of Universal, and an award of full costs and reasonable attorneys fees.

**WHEREFORE**, Wall Street requests the following relief:

A. An injunction prohibiting Universal from further infringement; and

- B. An award of money damages equal to Wall Street's actual damages from the infringement along with any profits of Universal resulting from the infringement; and
- C. Reasonable attorneys' fees and all costs expended in this matter, and all other such relief as the Court may deem appropriate.

**COUNT II**  
**(Breach of Contract)**

- 31. Wall Street incorporates herein by reference Paragraphs 1 through 30.
- 32. Wall Street contends that the Co-Publishing Agreement is void as abandoned by the parties. In the alternative, if it is determined that the Co-Publishing Agreement has not been abandoned, then BuVision has breached the terms of the Co-Publishing Agreement by failing to provide royalty payments and accountings to Wall Street, and failing to enforce copyrights in the Songs.
- 33. As a direct and proximate cause of BuVision's breach of the Co-Publishing Agreement, Wall Street has suffered, and continues to suffer damages, which include without limitation, lost revenue, lost royalties, and loss of value of Wall Street's copyright interest in the Songs.

**WHEREFORE**, Wall Street requests the following relief:

- A. A declaratory judgment that the Co-Publishing Agreement has been breached by BuVision and is therefore void, terminated, and not in effect; and
- B. An award of monetary damages against Bu Vision equal to the damages suffered by Wall Street as a direct and proximate cause of BuVision's breach; and
- B. Reasonable attorneys' fees and all costs expended in this matter, and all other such relief as the Court may deem appropriate.

**COUNT III**  
**(Accounting for Joint Copyrights)**

34. Wall Street incorporates herein by reference Paragraphs 1 through 33.

35. Wall Street contends that the Co-Publishing Agreement is void as abandoned by the parties. In the alternative, if it is determined that the Co-Publishing Agreement has not been abandoned, then BuVision has failed to account to Wall Street as the rightful joint owner of the copyrights and other intellectual property in the Songs, pursuant to the Exclusive Producer Agreement and the Co-Publishing Agreement.

36. BuVision and Universal have and continue to, exploit the joint copyrights of Wall Street by selling reproductions of the Songs, and by using, exploiting, reproducing, and permitting others to use, exploit and reproduce those joint copyrighted works without compensating Wall Street for its joint interest.

37. BuVision and Universal have, and continue to collect profits from the Songs, including but not limited to profits from the sale of reproductions of the Songs and the creation of derivative works. As a direct result of the exploitation of its joint copyrights, Wall Street has suffered, and continues to suffer, ongoing damages.

**WHEREFORE**, Wall Street requests the following relief:

A. An award of money damages equal to Wall Street's actual damages from the uncompensated use and exploitation of Wall Street's joint copyright interest, including Wall Street's share of all profits of resulting from use and exploitation by BuVision and Universal; and

B. Reasonable attorneys' fees and all costs expended in this matter, and all other such relief as the Court may deem appropriate.

**COUNT IV**  
**(Unjust Enrichment)**

38. Wall Street incorporates herein by reference Paragraphs 1 through 37.

39. Wall Street is the rightful owner and/or joint owner of copyrights and other intellectual property of the Writers in the Songs, pursuant to the Exclusive Producer Agreement.

40. Upon information and belief, BuVision and Universal have and continue to, exploit the copyrights and joint copyrights of Wall Street by selling reproductions of the Songs, and by using, exploiting, reproducing, and permitting others to use, exploit and reproduce those joint copyrighted works without compensating Wall Street for its interest.

41. BuVision and Universal have, and continue to collect profits from the Songs, including but not limited to profits from the sale of reproductions of the Songs and the creation of derivative works. As a direct result of the exploitation of its copyrights, Wall Street has suffered, and continues to suffer, ongoing damages.

42. BuVision, and Universal have been enriched through their actions, which enrichment has been at the expense of Wall Street.

43. The circumstances are such that equity and good conscience require BuVision and Universal to make restitution to Wall Street.

**WHEREFORE**, Wall Street requests the following relief:

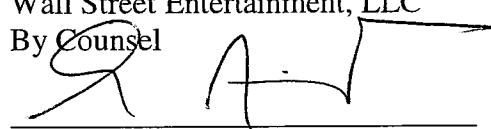
A. An award of money damages equal to the amount of BuVision and Universal's unjust enrichment at Wall Street's expense, including all actual damages from the

uncompensated use and exploitation of Wall Street's copyright interest, including Wall Street's share of all profits of resulting from use and exploitation; and

B. Reasonable attorneys' fees and all costs expended in this matter, and all other such relief as the Court may deem appropriate.

Plaintiff requests jury trial on all Counts.

Respectfully Submitted,

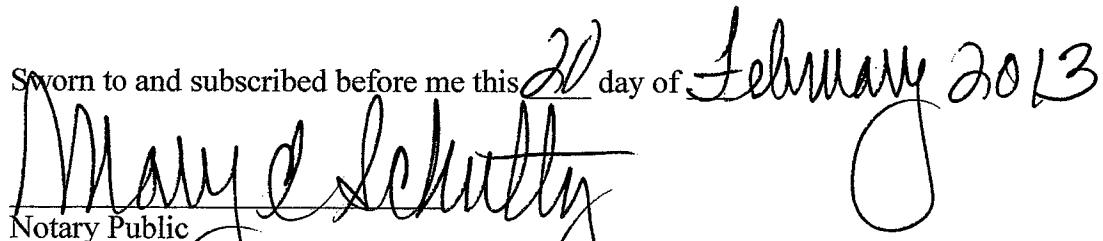
Wall Street Entertainment, LLC  
By Counsel 

Sandy A. Roberts  
The Roberts Law Group, PLLC  
1029 Vermont Ave, NW  
Suite 300  
Washington, DC 20005  
202-347-9700  
202-347-5225 (fax)

**VERIFICATION OF KEITH BETTS**

The undersigned, Keith Betts, on behalf of Wall Street Entertainment, LLC, has read the foregoing Complaint of and swears and affirms under oath, and subject to penalty of perjury, that the statements recited herein are true and correct to the best of his knowledge.



Sworn to and subscribed before me this 20 day of February 2013  
  
Mary E. Schultz  
Notary Public

MARY E. SCHULTZ  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 30-885925  
QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES MARCH 30, 2014